

(323) 881-2401

July 24, 2002

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**APPROVE AMENDMENT NO. 1 TO THE AGREEMENT FOR SERVICES BY AND  
BETWEEN THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES  
COUNTY AND THE CITY OF COVINA  
(FIFTH DISTRICT) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR HONORABLE BOARD, ACTING AS THE  
GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT:**

Approve and instruct the Chairman of the Board to sign Amendment No. 1 to the Agreement for Services, by and between the Consolidated Fire Protection District ("District") and the City of Covina ("City") to amend the term of the original Agreement from ten (10) years to seven (7) years and to amend Schedule 1 of the original Agreement to reflect that the District would fund one-third of the paramedic squad and 30 percent of the Area Fire Prevention Inspector based in the City.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On November 6, 1997, your Honorable Board adopted an Agreement for Services between the District and the City (Agreement No. 71083) that authorizes the District to provide fire protection, hazardous materials, emergency medical, and all related services to the City. This proposed Amendment would continue those services with the following modifications to the terms of the contract:

- Agreement term will be reduced from ten to seven years at the request of the City, giving the City the option of terminating the Agreement and withdrawing from the District any time after February 2005.
- Based on the District benefit and the increased use of the squad in the surrounding District areas, District will fund one-third of the annual cost of the paramedic squad.
  - There are large unincorporated areas outside the perimeter of the City as well as unincorporated islands within the City that are included in the paramedic squad's first-in jurisdiction.
- Based on an analysis of the Fire Prevention workload experienced in the City, the District will fund 30 percent of the Fire Prevention Inspector assigned to the City.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

This amendment is consistent with the County's Strategic Plan Goal of Service Excellence and Fiscal Responsibility.

### **FISCAL IMPACT/FINANCING**

To minimize the District's increased share of costs, Emergency Support Team (EST) 85, a two-person unit based in the adjacent City of Glendora, will be disbanded. One fire fighter position will be deleted, and the other will be assigned to Engine 85 making it a four-person engine company. Support from Covina units to Engine 85's area warrants this staffing adjustment. The net annual cost to the District would be approximately \$63,000.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The original Agreement for Services (No. 71083) was approved by your Board on November 6, 1997 and is authorized by Government Code Section 55632 and Section 56848.3 of the Government Code of the State of California.

County Counsel has approved Amendment Number One as to form. The City Council of Covina approved this amendment on June 4, 2002.

The Honorable Board of Supervisors  
July 24, 2002  
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**IMPACT ON CURRENT SERVICES OR PROJECTS**

Not Applicable

**ENVIRONMENTAL DOCUMENTATION**

Not Applicable

**CONCLUSION**

Please instruct the Executive Officer, Clerk of the Board to return one fully executed original Amendment No. 1, three (3) copies of the executed Amendment and three (3) adopted copies of this Board letter to the District. The District will provide the City with a fully executed original copy of the Amendment.

Respectfully submitted,

P. MICHAEL FREEMAN

PMF:BH:fd

Enclosure

c: Chief Administrative Officer  
County Counsel

**AMENDMENT NUMBER ONE TO THE AGREEMENT FOR SERVICES BY AND  
BETWEEN THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES  
COUNTY AND THE CITY OF COVINA**

This Amendment Number One to the Agreement For Services, Board of Supervisors' Contract No. 71083, is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2002 by and between the CITY OF COVINA, a municipal corporation, hereinafter called "CITY" and the CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY, hereinafter called "DISTRICT".

**RECITALS**

By that certain Agreement for Services effective November 6, 1997 (hereinafter "Agreement"), CITY contracted with DISTRICT for the provision of fire protection, hazardous materials, emergency medical, and all related services (hereinafter "Fire Services") as authorized by Government Code Section 55632 and pursuant to the provisions of Section 56848.3, currently Section 56855 of the Government Code of the State of California; and

CITY and DISTRICT desire to amend the Agreement to resolve certain matters which are related to the Agreement to be consistent with the actual Fire Services being provided by District.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, said parties do hereby agree as follows:

1. The Agreement is hereby amended by modifying the following provisions:
  - A. Section I, paragraph (D) shall be amended to read as follows:

“(D) CITY shall remain a part of the DISTRICT for seven (7) years as of and from the commencement date of service, which was February 24, 1998. Subsequent to the initial seven-year term, which concludes February 23, 2005, this Agreement shall be automatically renewed from year to year. CITY may withdraw from DISTRICT any time after February 23, 2005, subject to the requirements in Sections I and III, herein.”

B. Section I, paragraph (E) shall be amended to read as follows:

“(E) Subsequent to the initial seven-year term, DISTRICT or CITY shall give at least one year’s notice to the other prior to termination of this Agreement and withdrawal from the DISTRICT in accordance with this Section I, hereof. Notice shall be sent to the addresses listed in Section III (I), herein, or as subsequently changed by either party in writing.”

C. Section III, paragraph (A) shall be amended to add the following two paragraphs:

“(A) (1) Upon the effective date of this Amendment to Agreement, the date of approval by the last signatory to this amendment, the Annual Fee calculation method shall be modified as specified in Amended Schedule 1, attached hereto and made a part hereof. The modifications to the Annual Fee calculation as indicated on Amended Schedule 1 reflect funding by the DISTRICT of one-third (1/3) of the annual cost of a paramedic squad and thirty percent (30%) of the annual cost of the Area Fire Prevention Inspector assigned to the CITY.

(A) (2) If this Amendment is entered into other than on the first day of a fiscal year, the Annual Fee set forth in Amended Schedule 1 shall be prorated commencing with the effective date of this Amendment to Agreement, through the remainder of the fiscal year as follows:

Divide the Annual Fee by 365 days (daily rate) and multiply the daily rate by the number of days remaining in the fiscal year as of the effective date of this Amendment to Agreement.”

D. Section XIII, paragraph (A) shall be amended to read as follows:

“(A) In the event CITY withdraws from DISTRICT at any time subsequent to February 23, 2005, per the provisions of Section I, herein, on the effective date of withdrawal DISTRICT and CITY agree that:

- (1) The leases on all CITY-owned fire stations shall terminate and DISTRICT shall vacate all sites on the effective date of withdrawal, except as provided for in a subsequent written agreement as may be entered into by CITY and DISTRICT.
- (2) The DISTRICT shall continue to invoice the CITY for any remaining amounts due and owing DISTRICT for the Quint apparatus, which the DISTRICT leased/purchased on behalf of the CITY in accordance with Section IV (F) of the Agreement, until such time as the Quint apparatus has been paid in full. Payment of all invoices shall be due and payable thirty (30) days from the date of invoice.
- (3) The DISTRICT shall return to CITY fire apparatus vehicles and related fire apparatus equipment of a comparable type, condition, and age as of the commencement date of service in the quantity and type as described on Schedule 4.
- (4) The DISTRICT shall return to CITY a Quint of one year or less in age. If the DISTRICT does not have a Quint of that age available at the time of withdrawal, CITY and DISTRICT will mutually agree to the age and type of vehicle to be returned.

- (5) The DISTRICT shall return to CITY fire station equipment, furniture, and furnishings of a comparable type and condition as of the commencement date of service which are essential to the operation of the fire stations referred to in Section IV and detailed in Schedule 5.
- (6) As to any apparatus, vehicles, equipment, tools, furnishings, or other personal property for which a monetary or in-kind credit was given to the CITY at the time of annexation, the DISTRICT will not be obligated in any manner to have comparable items returned to the CITY at the time of withdrawal.
- (7) The DISTRICT shall return to CITY ownership and operations responsibility for the CITY's Federal Communication Commission (FCC) licenses transferred at annexation and referenced in Section XII herein. The DISTRICT and County shall provide as of the date of withdrawal all previously transferred FCC licenses to the CITY and shall assist and cooperate with the CITY to process and submit the necessary FCC forms to change license ownership and responsibility of operations from the County's ownership and operations to the CITY as required."

E. Section XIV shall be added as follows:

**"SECTION XIV. GENERAL PROVISIONS**

(A) Severability – In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

(B) Waiver – No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

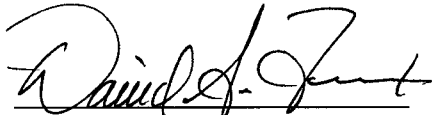
(C) Entire Agreement – This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement, and supercedes any prior understanding whether oral or written and may be modified only by further written agreement between the parties hereto. The non-enforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions thereof unenforceable, invalid or illegal.”

2. Except as set forth above, all the terms and provisions of the Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, CITY has caused this Amendment to Agreement to be executed by its Mayor and attested to by its Clerk, pursuant to a motion duly made, seconded, and passed by a majority vote of the City Council, as governing body of CITY, **and** DISTRICT has caused this Amendment to Agreement to be executed by its Chairman and attested to by its Clerk, pursuant to a motion duly made, seconded, and passed by a majority vote of the Board of Supervisors, as governing body of DISTRICT.

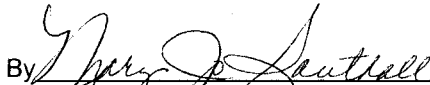
**CITY OF COVINA**

  
\_\_\_\_\_  
Mayor

**CONSOLIDATED FIRE PROTECTION  
DISTRICT OF LOS ANGELES COUNTY**

\_\_\_\_\_  
Chairman

ATTEST:

By   
\_\_\_\_\_  
City Clerk

(SEAL)

ATTEST:

VIOLET VARONA-LUKENS, Executive Officer  
Clerk of the Board of Supervisors

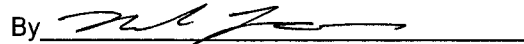
By \_\_\_\_\_  
Deputy

(SEAL)

APPROVED AS TO FORM  
CHARLES S. VOSE

By   
\_\_\_\_\_  
City Attorney

APPROVED AS TO FORM  
LLOYD W. PELLMAN,  
County Counsel

By   
\_\_\_\_\_  
Deputy

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**CITY OF COVINA - DISTRICT ANNEXATION AGREEMENT**

**AMENDED SCHEDULE 1**

**OPERATION BY DISTRICT  
FINAL 2001-02 ANNUAL FEE**

<u>Station</u>	<u>Equipment</u>	<u>Staffing (1)</u>	<u>FY 2001-02 Salary and Employee Benefits</u>
152	Engine <sup>(2)</sup>	3	\$926,289 (1 FF funded by CFPD)
153	Quint <sup>(2)</sup>	4	\$1,269,540 (1 FF funded by CFPD)
154	Engine	3	\$1,269,540
	Paramedic Squad <sup>(2)</sup>	2	\$553,902 (1/3 of squad funded by CFPD)
<b>Total City Post Positions</b>		<b>12</b>	
<b>Area Fire Prevention Inspector <sup>(2)</sup></b>		<b>1</b>	<b>\$81,203 (30% of Inspector funded CFPD)</b>
<b>TOTAL SALARY &amp; EMPLOYEE BENEFITS</b>			<b>\$4,100,474</b>
<b>OVERHEAD @ 29.1373%</b>			<b>1,194,767</b>
<b>CITY'S ANNUAL FEE <sup>(3)</sup></b>			<b>\$5,295,241</b>

<sup>(1)</sup> Constant staffing - number of persons always on duty

<sup>(2)</sup> Recognizing the regional use and value of these companies, the District will fund portion of their cost.

<sup>(3)</sup> Any applicable LACERA Retirement & Health Insurance credits or any other adjustments will be reflected on the Annual Fee statements provided to City.